

RESOLUTION
KENILWORTH, NJ

WHEREAS, the Borough of Kenilworth has received a proposal from, North Jersey Friendship House dated January 27, 2025, to provide janitorial services for the Borough of Kenilworth for a one (1) year period beginning January 1, 2025 for an annual cost of \$50,323.66 (fifty thousand, three hundred twenty-three dollars and sixty-six cents) to be paid monthly at a rate of 4,193.64.

WHEREAS, in accordance with N.J.S.A. 40A:11-1 et seq "Local Public Contract Law" any contract that exceeds the bid threshold may be negotiated and awarded by the Governing Body without public advertising for bids or bidding therefore and shall be awarded by resolution of the Governing Body if the work is performed by persons employed by a sheltered workshop; and

WHEREAS, the proposal was referred to the Qualified Purchasing Agent (QPA) for review and approved; and

WHEREAS, after review of the agreement it was determined that North Jersey Friendship House is qualified to perform the services based upon the following:

1. North Jersey Friendship House has been issued a "Sheltered Workshop Certificate" by the State of New Jersey Dept. of Labor; and
2. North Jersey Friendship House is performing similar work throughout the State of New Jersey in many communities; and
3. Entering into this agreement will ensure uninterrupted and satisfactory services are provided; and
4. North Jersey Friendship House has experience with other municipalities; and
5. Scope of Services, "Exhibit A" attached

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Kenilworth, County of Union, State of New Jersey, hereby authorizes execution of the aforementioned Agreement with North Jersey Friendship House for the duration and rates indicated herein.

Certification of Availability of Funds

I hereby certify that sufficient uncommitted funds are available for the purpose set forth herein in the Borough of Kenilworth Budget account _____ in the amount not to exceed **\$50,323.66**.

Ken Blum, CMFO

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Councilman Patrick Boyle					x	
Councilman Joseph Finistrella	x	x				
Councilwoman Toni Giordano Picerno		x				
Councilman William Mauro		x				
Councilman Douglas Piper		x				
Councilman Savino Scorese	x	x				
Mayor Linda Karlovitch						
ON CONSENT AGENDA	Yes	x	No			

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on February 5, 2025.


 Laura Reinertsen, Borough Clerk



January 27, 2025

BOARD OF TRUSTEES

CHAIRPERSON

Carla Noriega, MBA

VICE CHAIRPERSONS

Donalee Corrieri, MHA
 Elizabeth Rucci, MA

TREASURER

Kim A. Pulido, BS, EA

RE: North Jersey Friendship House

Janitorial Proposal for Municipal Building / Police Department
 Board of Health Building / Recreation Area, Senior Building /
 Detective Bureau Building / Department of Public Works /
 Parks (Seasonal)

TRUSTEES

Patti Murray, DBA, SHRM-CP
 Diane Scriveri
 Jason T. Shafron, Esq.

North Jersey Friendship House is pleased to submit the following proposal. All services covered under this proposal are included in the attached specifications entitled "Specifications for cleaning services, Borough of Kenilworth".

CHIEF EXECUTIVE OFFICER **Porter Service Proposal**

Dinorah R. D'Auria, PsyD Five (5) days per week – including base service as outlined in the specifications as well as seasonal work.

Proposal – Services five (5) days per week for a **yearly cost of \$50,323.66, or monthly cost of \$4,193.64**. (Please see *Scope of Services attached to this proposal*)

As you know, North Jersey Friendship House is a Sheltered Workshop and as such, we are exempt from the Local Public Bid Law per (NJSA 40A:11-5).

Once again, I thank you for considering this proposal, entering into partnerships like this with professionals like yourself has enabled us to achieve our goal of "assisting in the upward mobility of those disabled and disadvantaged". We look forward to providing you with quality and affordable porter services.

If you have any questions or concerns, please feel to contact me at (201) 488-2121 (Ext. 333), or via email at jangelosante@njfriendshiphouse.org.

Sincerely,

Joseph Angelosante

Executive Director of Operations
 & Strategic Developments



ACCREDITED

PROPOSED CLEANING SPECIFICATIONS FOR JANITORIAL SERVICES

Borough of Kenilworth
Municipal Complex, Police Department & Board of Health, Recreation, Senior
Building & Detective Annex,

WORK SCHEDULE:

Municipal Building, Police - Five (5) Days a (week)

Board of Health - Three (3) Days Week Tuesday, Wednesday & Thursday

Recreation - Two (2) Days a week, Tuesday & Thursday - Bathrooms (Daily)

Senior Building - Two (2) Days a week, Tuesday & Thursday alternating levels

Detective Annex - One (1) Day a week, Wednesday or Friday

Parks (Monday-Wednesday-Friday) Seasonal

DAILY SERVICES:

1. Clean restrooms, toilets, sinks, urinals, partitions, all fixtures, walls, sweep and disinfect restroom floors.
2. Vacuum all carpeted areas (Twice Weekly)
3. Empty all wastepaper baskets replacing liners as needed. All recyclables are to be placed in receptacles as provided by the borough.
4. Dust & damp mop all hard floor surfaces.
5. Clean all entrance & exit glass doors.
6. In all restrooms refill soap, tissue and paper towel, supplies. (Supplied by Borough)

TWICE A MONTH

1. Dust all furniture and ledges being careful not to disturb any papers or personal belongings on desks.
2. Dust all picture frames and wall mounting.
3. Low dust all furniture legs and chair bases.
4. Remove finger prints/smudges from walls and doors.
5. Dust all exposed areas of file cabinets.
6. Sweep and wet mop all stairwells and landings.
7. Clean and sanitize all waste baskets in office areas.

Work Schedule as follows;

All work performed during normal business hours

Any change in hours of cleaning must be approved by both the Borough and contractor.

Notes:

EVERY DAY

- **Police Dept.** — Everyday, empty garbage and recycling cans separately and clean floors — Desk area and squad room (Wipe down all table/counter surfaces/shredder)
- **Police Dept.** — Bathroom disinfect toilets (seats/lids & urinals), area around urinals
- **All Bathrooms in Borough Hall** — Check stock, clean out sinks, wipe down/sanitize all surfaces (toilet seats and lids/toilet paper & towel paper holder/door latches/door knobs)
- Empty all, empty garbage and recycling cans separately in all 2nd floor, tax office & Bd. of Health, replace liners as needed.

TWICE WEEKLY:

- Vacuum ALL Offices

TWICE MONTHLY:

- Recycling (Borough Hall/Rec Center & Health Dept./ Senior Center/PBA Building) break down and put out to curb every other Monday (see schedule), bring receptacles back in after pick up
- After Planning Board/Council meetings, (or first thing in morning) check trash receptacles behind dais and wipe down surfaces
- Wipe down doorways, window sills and ledges in hallways
- *Wednesdays after court* - Clean smoke stands out on front porch

DAILY SCHEDULE

Monday:

- Every day Schedule at Boro Hall as listed above.
- First thing in the morning - Take all garbage out to street (South 24th Street Curb) — from all bldgs.
- Mop upstairs and downstairs hallways, vacuum mats by front and side doors
- **Police Dept.** — thorough cleaning — Mop floors, cells, squad room, bathroom, etc.
- **Police Dept.** — Bathroom sanitize toilets (seats/lids & urinals) including area around urinals
- Ladies/Men's/Handicapped/Tax Office Bathrooms — Disinfect, wipe down/sanitize partitions/toilets/sinks, wipe down all surfaces and wash floors

Tuesday:

- **Every day Schedule at Boro Hall as listed above.**
- **Recreation Building** – remove garbage and recycling from receptacles. Clean both bathrooms, stock with soap, toilet paper, c-fold towels. No supplies in boiler room.
- **Health Department – All Offices**, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. window sill, mirror, counter, printer, etc.
- **Health Department – All Offices**, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. window sill, mirror, counter, printer, etc.
- **Senior Center – (one floor)**
 - Sweep and mop floors and stairs
 - All rugs vacuumed – front and back entrance mats, and mats by elevator doors: upstairs and downstairs,
 - Disinfect/clean bathrooms (all floors-all four bathrooms)
 - Empty garbage and recycling created by cleaning service – Seniors will empty their garbage and recycling on Monday, Wednesday and Fridays.
 - Remove any debris from front and rear entrances of building.
 - Only once a week - Under steam table, sweep and mop. Kitchen floor swept and mopped.
 - DO NOT WIPE TABLE TOPS – AT ALL. Seniors will do this.
 - Do not fill or empty cleaning bucket on 2nd floor slop sink.

Wednesday:

- **Every day Schedule at Boro Hall as listed above.**
- **After Court** – Vacuum, check garbage, clean surfaces and benches in Court room and Council Chambers
- **Clean and disinfect water fountains and bench outside of court room**
- **Thorough cleaning of Borough bathrooms (Ladies, Men's, Handicapped and Tax Office)** – Disinfect, wipe down/sanitize partitions/toilets/sinks, wipe down all surfaces and wash floors,
- **Vacuum Clerk's Office/Court/Tax Office/Chief's Office/Chief's Secretary's Office**
- **Put garbage out at South 24th Street curb**
- **Detective Bldg** – clean, vacuum, garbage (if available, if not then Friday)
- **Health Department – All Offices**, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. window sill, mirror, counter, printer, etc.

Thursday:

- Every day Schedule at Boro Hall as listed above.
- Recreation Building – remove garbage and recycling from receptacles. Clean both bathrooms, stock with soap, toilet paper, c-fold towels. No supplies in boiler room.
- Health Department – All Offices, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. window sill, mirror, counter, printer, etc.
- Senior Center – (one floor/opposite floor of Tuesday)
 - Sweep and mop floors and stairs
 - All rugs vacuumed – front and back entrance mats, and mats by elevator doors: upstairs and downstairs,
 - Disinfect/clean bathrooms (all floors-all four bathrooms)
 - Empty garbage and recycling created by cleaning service – seniors will empty their garbage and recycling on Monday, Wednesday and Fridays.
 - Remove any debris from front and rear entrances of building.
 - If not done on Tuesday - Under steam table, sweep and mop. Kitchen floor swept and mopped.
 - DO NOT WIPE TABLE TOPS –AT ALL. Seniors will do this.
 - Do not fill or empty cleaning bucket on 2nd floor slop sink.

Friday:

- Every day Schedule at Boro Hall as listed above.
- Empty recycle bins and prep for pick up (collapse boxes, tie up papers, etc.)
- Empty waste baskets in all 2nd floor, tax office, Police Dept. & Bd. of Health
- Police Department - Over stock bathrooms for the weekend.
- Police Department – Mop all floors, cells, squad room, bathroom, etc.
- Detective Bldg – (if Wednesday was not available, see above) clean, vacuum, garbage

Any additional hours will be paid at flat rate agreed by contractor and Borough

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Renewal Agreement (the "Agreement") is entered this 4th day of January, between the Borough of Kenilworth ("Borough"), with an address of and 567 Boulevard Kenilworth, NJ 07033 and North Jersey Friendship House ("Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Cleaning Services.** Contractor shall perform janitorial services as per the Cleaning Specifications for Janitorial Services attached. Equipment and materials (collectively, "Cleaning Supplies") will be supplied by the Borough. Services will be performed at the Borough facilities located at 567 Boulevard Kenilworth, NJ in strict compliance with the Cleaning Specifications for Janitorial Services are incorporated herein and made a part hereof as though fully set forth herein, and in strict compliance with the terms and conditions herein (the "Cleaning Services").

1.1 **Exempt from public bidding laws.** The contract is exempt from public bidding laws by virtue of N.J.S.A. 40A:11-I et seq.

2. **Term.** The Term of this Agreement shall be in accordance with the Borough's renewal option, for the period of January 1, 2024 through December 31, 2024.

3. **Contract Sum.** The Contract Sum for January 1, 2024 through December 31, 2024 for the Cleaning Services is \$47,970.00 to be paid monthly at a rate of \$3,997.50 and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein.

4. **Payment Procedures.** Any provision of the Contract Documents notwithstanding, the Borough shall not be obligated to make a payment or payments to the Contractor, which is otherwise due if, and for so long as, any one or more of the conditions set forth in this paragraph exists.

(i) Contractor's Application for Payment is not in the form or supported by the documentation required by this Agreement.

(ii) Any part of such payment is attributable to work, which is defective or not strictly conforming to the requirements of the Contract Documents.

(iii) Reasonable evidence exists of damage or loss to the Borough or to a third-party to whom the Borough is or may be liable, unless such liability has been accepted by Contractor's insurer.

(iv) Reasonable evidence exists that the work cannot be completed within the contract time and that the unpaid balance would be inadequate to cover actual damages or, if applicable, liquidated damages, for the anticipated delay.

(v) Reasonable evidence exists that the work cannot be completed for the unpaid balance of the Contract Sum.

(vi) Contractor is in default of any material obligations under the Contract Documents, after written notice by the Borough of such default to Contractor, and the Contractor has been given a reasonable opportunity to cure such default.

In the event that any of the foregoing conditions exist, the Borough shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount

sufficient in the reasonable judgment of the Borough to satisfy, discharge and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions. All other amounts due to the Contractor shall be paid as and when due. Any provision of the Contract Documents notwithstanding, the Borough shall not be obligated to make a payment or payments to the Contractor which is otherwise due, if, and for so long as, any one or more of the conditions set forth in this section exist. In the event that the Borough withholds payment to the Contractor pursuant to this paragraph, the Borough shall withhold only that amount that the Borough reasonably believes constitutes a sum equivalent to the value of the item of dispute, and shall release the balance payable under the affected Application for Payment.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods, materials, supplies, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the New Jersey Department of Labor (NJDOL), the U.S. Department of Labor (USDOL), EEOC, the New Jersey Department of Human Rights (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Borough, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Borough, and its officials, officers, employees, and volunteers, against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Borough in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Borough as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate the whole or any part of this Agreement without the written consent of the Borough.

All subcontractors shall be approved by the Borough. Any such unapproved assignment and/or delegation shall be null and void.

9. Taxes. Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Any such taxes are included in the Contract Sum set forth in paragraph three herein.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspections, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Throughout the duration of the Agreement, and any extensions and/or renewals thereof, Contractor, at its sole cost, shall maintain insurance within minimum amount of coverage set forth in

The Contractor will cause the Borough and its officials, officers, employees and volunteers, to be named as Additional Insured (the "Additional Insured") under the CGL, Business Auto Liability, and Excess Liability/Commercial Umbrella Coverage.

Any endorsement(s) or provision(s), which limits contractual liability, shall be deleted in their entirety. Said insurance coverage shall be primary with respect to the Additional Insured, and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured, or any of them, shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

Prior to beginning work, the Contractor shall furnish the Borough with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Borough prior to the cancellation or material change of any insurance referred to therein. Written notice to the Borough shall be by certified mail, return receipt requested.

Failure of the Borough to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Borough to identify a

deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Borough shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Borough.

Failure of Contractor to maintain the required insurance may result in termination of this Agreement and shall be considered a material breach of this Agreement.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Borough's written request for said copies.

B. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Borough. At the option of the Borough, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Borough, its officers, officials, employees, and volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

D. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Borough, Contractor shall furnish copies of certificates of insurance evidence coverage for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Borough shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Limitation on Damages against the Borough. Notwithstanding any provision in any of the Contract Documents to the contrary, the Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits from the Borough and agrees not to make any claim or demand for such damages and/or lost profits against the Borough.

14. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) or via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. New Jersey time).

15. Assumption of Risk. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of contractor, any subcontractor of any tier, any supplier and/or any other person, and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

16. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Sites and/or any other Borough property (collectively, the "Borough Property") by Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Borough Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Borough Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Borough's option, defend the Borough, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Borough Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of New Jersey; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Borough. Contractor shall immediately notify the Borough both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

17. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person performing Cleaning Services hereunder to sign the Investigation Authorization and Release form, attached hereto, and incorporated herein and furnishing said Release forms to the Borough.

The Parties agree that in the event any criminal background check discloses a conviction of any felony and/or a misdemeanor involving moral turpitude, including, but not limited to, a conviction of any of the Disqualifying Criminal Offenses of Public Act, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

18. Termination of Agreement. Notwithstanding any provision herein to the contrary, the Borough may terminate this Agreement with or without cause by providing,

not less than five (5) days prior written notice of termination to Contractor. In the event Contract fails to maintain the Minimum Insurance Requirements defined above, then the Borough may immediately terminate this Agreement.

19. Permits and Licenses. Contractor shall obtain all permits and licenses required to perform the Cleaning Services, and the cost of such permits, licenses and any other requirements imposed hereunder are included in the Contract Sum set forth in paragraph three (3) herein.

20. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Borough arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee, subcontractor or agent of Contractor, is a partner, joint venturer, employee and/or agent of the Borough, and therefore is not entitled to any benefits provided to employees of the Borough. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Borough for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee, agent, partner, and/or joint venturer, of the Borough. Should any person indicate to the Contractor or any employee, subcontractor or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee, partner, joint venturer, or agent of the Borough, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

21. Identifications. For security purposes, the Contractor shall be required to submit a list, including the names and addresses, of the personnel who will be regularly assigned to the Borough's properties. All janitorial staff assigned to the Borough Site(s) must be bonded and insured. All janitorial staff shall wear company uniforms and an identification card that clearly displays both the company and worker's name.

22. Substitution of Workers. A Contractor may not substitute any employee or other person providing Cleaning Services on Borough property without prior notification to the Borough. Use of any such employees/workers shall be subject to the terms and conditions of paragraph 20 above.

23. Prohibited Conduct. The Contractor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. The Borough's telephones shall not be used by the Contractor's employees and/or other workers. Under no circumstances shall the Contractor's personnel be allowed to bring visitors into the Borough's buildings while performing Cleaning Services.

24. Contractor Responsible for Employees, Subcontractors, and Agents. The Contractor shall assume full responsibility for the actions of its employees, subcontractors of every tier, and agents.

25. Replacement of Workers. The Contractor shall provide a working supervisor and other personnel satisfactory to the Borough to perform the work as specified and replace within twenty-four (24) hours any such persons performing Cleaning Services hereunder as the Borough may reasonably determine to be unsatisfactory.

26. Supplies. The Borough of Kenilworth shall provide all cleaning equipment and supplies, including but not limited to all disinfectants, floor cleaning products, and polishes necessary to properly complete the Cleaning Services hereunder. The cost of such cleaning supplies and equipment is included in the Contract Sum set forth in paragraph three (3) above.

27. No Third Parties and/or Waiver of Statutory Immunities.

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Borough, and/or its respective officials, officers, employees, volunteers and/or agents.

28. Miscellaneous.

a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

b. This Agreement may be executed in any number of counterparts, and by the Borough and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of New Jersey, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be in the Bergen County Superior Court of New Jersey. Prior to any action being brought before the Superior Court, any disputes arising under the terms and conditions of this Agreement, shall be brought in arbitration before a retired Judge of the Superior Court of Bergen County for possible resolution.

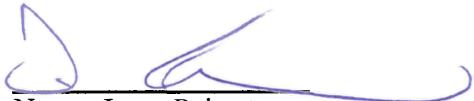
e. In construing this Agreement, section headings shall be disregarded. Time is of the essence of this Agreement and every provision contained herein. If any clause, phrase, revision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

f. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

g. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

h. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration of termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

ATTEST:



Name: Laura Reinertsen
Title: Borough Clerk

BOROUGH OF KENILWORTH



Name: Linda Karlovitch
Title: Mayor



ATTEST:

FRIENDSHIP HOUSE

Name:
Title:

Name:
Title:

Date:

Date:

XHIBIT A

**CRIMINAL BACKGROUND CHECK
WAIVER AND RELEASE OF ALL CLAIMS FORM**

Please read this form carefully and be aware that by agreeing to allow the Borough to investigate your criminal background, you will be waiving and releasing all claims for damages you might sustain out of the criminal background check and review

I hereby authorize The Borough of Kenilworth (the "Borough") to conduct a criminal background investigation of the undersigned and authorize it to receive reports from law enforcement agencies and/or Clerks of Courts, including without limitation, a criminal history check from the New Jersey State Police, Police Information Management Systems and/or the FBI (collectively, "Law Enforcement Agencies").

I further authorize the Borough to disclose any such criminal background information to _____ for whom I am providing or have offered to provide services relative to the Borough's Janitorial Services Agreement with _____ ("Cleaning Services") and to use

said information to deny the undersigned permission to perform said Cleaning Services, pursuant to said Agreement.

I agree to waive and relinquish all claims I may have against the Borough and its officials, officers, agents, volunteers, and employees, as a result of participating in the criminal background check.

I do hereby fully release and discharge the Borough, its officials, officers, agents, volunteers, and employees from any and all claims from damages which I may have or which may accrue to me on account of the results of any aspect of the criminal background check and/or from relying on, utilizing and/or releasing any reports and/or other information provided by any Law Enforcement Agencies.

I have read and fully understand this Waiver and Release of All Claims.

Dated:

Signature

Printed Name

Date of Birth

Signed and Sworn to before me
this day of , 20

Notary Public

CLEANING SPECIFICATIONS FOR JANITORIAL SERVICES

Borough of Kenilworth

Municipal Complex, Police Department & Detective Annex, Board of Health,
Recreation, Senior Building & DPW

WORK SCHEDULE:

Municipal Building, Police - Five (5) Days a (week)
Board of Health -Three (3) Days Week Tuesday, Wednesday & Thursday
Recreation - Two (2) Days a week, Tuesday & Thursday - Bathrooms (Daily)
Senior Building - Two (2) Days a week, Tuesday & Thursday alternating
levels Detective Annex - One (1) Day a week, Wednesday or Friday
Parks (Monday-Wednesday-Friday) Seasonal
DPW - One (1) time per week

DAILY SERVICES:

1. Clean restrooms, toilets, sinks, urinals, partitions, all fixtures, walls, sweep and

disinfect restroom floors.

2. Vacuum all carpeted areas (Twice Weekly)
3. Empty all wastepaper baskets replacing liners as needed. All recyclables are to be placed in receptacles as provided by the borough.
4. Dust & damp mop all hard floor surfaces.
5. Clean all entrance & exit glass doors.
6. In all restrooms refill soap, tissue and paper towel, supplies. (Supplied by Borough)

TWICE A MONTH

1. Dust all furniture and ledges being careful not to disturb any papers or personal belongings on desks.
2. Dust all picture frames and wall mounting.
3. Low dust all furniture legs and chair bases.
4. Remove fingerprints/smudges from walls and doors.
5. Dust all exposed areas of file cabinets.
6. Sweep and wet mop all stairwells and landings.
7. Clean and sanitize all waste baskets in office areas.

Work Schedule as follows:

All work performed during normal business hours

Any change in hours of cleaning must be approved by both the Borough and contractor.

Notes:

EVERY DAY

- **Police Dept.** - Everyday, empty garbage and recycling cans separately and clean floors - Desk area and squad room (Wipe down all table/counter surfaces/shredder)
- **Police Dept.** - Bathroom disinfect toilets (seats/lids & urinals}, area around urinals
- **All Bathrooms in Borough Hall** - Check stock, clean out sinks, wipe down/sanitize all surfaces (toilet seats and lids/toilet paper & towel paper holder/door latches/doorknobs)
- Empty all, empty garbage and recycling cans separately in all 2nd floor, tax office & Bd. of Health, replace liners as needed.

TWICE WEEKLY:

- Vacuum ALL Offices

TWICE MONTHLY:

- Recycling (Borough Hall/Rec Center & Health Dept./ Senior Center/PBA Building) break down and put out to curb every other Monday (see schedule), bring receptacles back in after pick up
- After Planning Board/Council meetings, (or first thing in morning) check trash receptacles behind dais and wipe down surfaces
- Wipe down doorways, windowsills and ledges in hallways
- **Wednesdays after court** - Clean smoke stands out on front porch

DAILY SCHEDULE

Monday:

- **Everyday Schedule at Baro Hall** as listed above.
- **First thing in the morning** - Take all garbage out to street (South 24th Street Curb) - from all bldgs.
- Mop upstairs and downstairs hallways, vacuum mats by front and side doors
- **Police Dept.** - thorough cleaning- Mop floors, cells, squad room, bathroom, etc.
- **Police Dept.** - Bathroom sanitize toilets (seats/lids & urinals) including area around urinals
- **Ladies/Men's/Handicapped/Tax Office Bathrooms:** Disinfect, wipe down/sanitize partitions/toilets/sinks, wipe down all surfaces and wash floors

Tuesday:

- **Everyday Schedule at Boro Hall** as listed above.
- **Recreation Building** - remove garbage and recycling from receptacles. Clean both bathrooms, stock with soap, toilet paper, c-fold towels. No supplies in boiler room.
- **Health Department** -All Offices, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. windowsill, mirror, counter, printer,

etc.

- **Health Department** - All Offices, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. windowsill, mirror, counter, printer, etc.
- **Senior Center - (one floor)**
 - Sweep and mop floors and stairs
 - All rugs vacuumed - front and back entrance mats, and mats by elevator doors: upstairs and downstairs,
 - Disinfect/clean bathrooms (all floors-all four bathrooms)
 - Empty garbage and recycling created by cleaning service - Seniors will empty their garbage and recycling on Monday, Wednesday and Fridays.
 - Remove any debris from front and rear entrances of building.
 - Only once a week - Under steam table, sweep and mop. Kitchen floor swept and mopped.
 - DO NOT WIPE TABLETOPS AT ALL. Seniors will do this.
 - Do not fill or empty cleaning bucket in 2nd floor slop sink.

Wednesday:

- **Everyday Schedule at Soro Hall** as listed above.
- After Court - Vacuum, check garbage, clean surfaces and benches in Court room and Council Chambers
- Clean and disinfect water fountains and bench outside of court room
- **Thorough cleaning** of Borough bathrooms (Ladies, Men's, Handicapped and Tax Office) - Disinfect, wipe down/sanitize partitions/toilets/sinks, wipe down all surfaces and wash floors,
- Vacuum Clerk's Office/Court/Tax Office/Chief's Office/Chief's Secretary's Office
- Put garbage out at South 24th Street curb
- Detective Bldg.- clean, vacuum, garbage (if available, if not then Friday)
- **Health Department** -All Offices, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. windowsill, mirror, counter, printer, etc.

Thursday:

- **Everyday Schedule at Boro Hall** as listed above.
- **Recreation Building** - remove garbage and recycling from receptacles. Clean both bathrooms, stock with soap, toilet paper, c-fold towels. No supplies in boiler room.
- **Health Department** - All Offices, cleaning, mop, floors, bathroom, kitchen sink, supplies in the closet, take garbage, including checking shredder, dust open surfaces-exp. windowsill, mirror, counter, printer, etc.
- **Senior Center- (one floor/opposite floor of Tuesday)**
 - Sweep and mop floors and stairs
 - All rugs vacuumed -front and back entrance mats, and mats by elevator doors: upstairs and downstairs,
 - Disinfect/clean bathrooms {all floors-all four bathrooms}
 - Empty garbage and recycling created by cleaning service - seniors will empty their garbage and recycling on Monday, Wednesday and Fridays.
 - Remove any debris from front and rear entrances of building.
 - If not done on Tuesday - Under steam table, sweep and mop. Kitchen floor swept and mopped.
 - DO NOT WIPE TABLETOPS AT ALL. Seniors will do this.

- o **Do not fill or empty cleaning bucket on 2nd floor slop sink.**

Friday:

- **Everyday Schedule at Boro Hall** as listed above.
- Empty recycle bins and prep for pick up {collapse boxes, tie up papers, etc.}
- Empty waste baskets in all 2nd floor, tax office, Police Dept. & Bd. of Health
- **Police Department** - Over stock bathrooms for the weekend
- **Police Department** - Mop all floors, cells, squad room, bathroom, etc.
- **Detective Bldg.** - (If Wednesday was not available, see above) clean, vacuum, garbage

Any additional hours will be paid at flat rate agreed by contractor and Borough